



SUMMARY COURT AT GEORGE TOWN

CAUSE NO: S 2026-xxxx

B E T W E E N:

HSM CORPORATE SERVICES LIMITED

Plaintiff

AND

PHILLIP ANDREW LUCIENE BODDEN

Defendant

PLAINT

TO: Philip Andrew Luciene Bodden,
P.O. Box 556
Grand Cayman KY1-1602,
CAYMAN ISLANDS

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 17th day of August 2026

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised within, and carrying on business pursuant to the laws of, the Cayman Islands. The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times an individual resident in the Cayman Islands with a last-known mailing address of P.O. Box 556, Grand Cayman, KY1-1602, Cayman Islands.
3. At material times in 2021, the Defendant was employed by the Plaintiff. Pursuant to a written request for a salary advance dated 17 September 2021 (the **Request**), the Plaintiff paid the sum of US\$18,292.68 (the **Advance**) to a third party on behalf of the Defendant, in satisfaction of a debt owed by the Defendant to the third party.
4. According with the terms of the Request the Defendant agreed to repay the Advance, together with interest at 5% *per annum*, by deduction from the defendant's salary at the rate of US\$500.00 per month, for as long as the defendant remained employed by the Plaintiff.
5. The Request included a further term by which the Defendant agreed that should his employment be terminated, either by the Plaintiff or by the Defendant, prior to the repayment of the Advance, the outstanding unpaid balance of the Advance would immediately become due in full, and that the Defendant would pay interest on that balance at 10% *per annum*.
6. By letter dated 20th December 2021, the Plaintiff terminated the Defendant's employment. At the date of termination, the outstanding balance of the Advance was US\$16,792.68 (the Balance).
7. By letter dated 26th May 2026, the Plaintiff demanded the Balance together with contractual interest. The Defendant has failed to pay the Balance, in whole or in part.

8. The Plaintiff claims the principal sum of US\$16,792.68 together with interest thereon at the contractual rate of 10% per annum from 20th December 2021, presently in the sum of US\$7,825.85, and continuing at US\$4.60 per diem in accordance with the terms of the Credit Agreement.
9. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 2.375%, for such period as the Court deems fit.

AND THE PLAINTIFF CLAIMS:

- a) The principal sum of US\$16,792.68;
- b) Pre- and post-judgment interest from 20th December 2021 at the contractual rate of 10% *per annum* of US\$7,825.85 and continuing at the rate of US\$4.60 *per diem* in accordance with the terms of the Agreement;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 2.375% for such period as the Court deems fit;
- d) Costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$ US\$16,792.68 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00.

If, within the time for returning the acknowledgement of service, the defendant pays the Plaintiff or its Attorneys-at-law the total amount claimed and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its Attorneys-at-Law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 8 above.
2. The prescribed rate of interest is 10% per annum in accordance with the Credit Agreement.
3. The date from which interest is payable 20 December 2021.
4. The current amount of interest accruing due each day is US\$4.60.
5. Alternatively, the applicable rate of interest will be 2.375% per annum interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 2.375% for such period as the Court deems fit.

This PLAINT was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 309430-0460)

PARTICULARS OF DEFENCE

[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]

1.

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.